

EXHIBIT 4

108:06:22

UNITED STATES DISTRICT COURT

2

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

3

MARK C. SCARSI, U.S. DISTRICT JUDGE

4

5

NETLIST, INC.,)

6

)

Plaintiff,)

7

)

vs.)

8

)

8:20-CV-993-MCS

SAMSUNG ELECTRONICS CO.,)

9

)

LTD.,)

10

Defendant.)

11

)

12

)

13

14

15

REPORTER'S TRANSCRIPT OF JURY TRIAL

16

17

VOLUME IV

18

Los Angeles, California

19

Friday, May 17, 2024

20

21

22

AMY DIAZ, RPR, CRR, FCRR
Federal Official Reporter
350 West 1st Street, #4455
Los Angeles, CA 90012

23

24

25

Please order court transcripts here: www.amydiazfedreporter.com

1 APPEARANCES OF COUNSEL:

2 For the Plaintiff:

3 IRELL & MANELLA LLP

4 By: Jason Sheasby, Attorney at Law
5 Michael Harbour, Attorney at Law
6 1800 Avenue of the Stars, Suite 900
Los Angeles, California 90067

7 IRELL & MANELLA LLP

8 By: Lisa Glasser, Attorney at Law
9 Matthew Ashley, Attorney at Law
840 Newport Center Drive, Suite 400
Newport Beach, California 92660

10 For the Defendant:

11 O'MELVENY & MYERS, LLP

12 By: Darin Synder, Attorney at Law
Two Embarcadero Center, 28th Floor
San Francisco, California 94111

13 O'MELVENY & MYERS, LLP

14 By: Amy Lucas, Attorney at Law
15 1999 Avenue of the Stars, 7th Floor
Los Angeles, California 90067

16 O'MELVENY & MYERS, LLP

17 By: Anton Metlitsky, Attorney at Law
Marc Pensabene, Attorney at Law
18 Times Square Tower
7 Times Square
19 New York, New York 10036

20 O'MELVENY & MYERS, LLP

21 By: Marc Feinstein, Attorney at Law
400 South Hope Street, 18th Floor
22 Los Angeles, California 90071
23
24
25

109:29:30 e-mails conceded it was not limited to the NVDIMM-P project.

209:29:35 This is Exhibit 35, in which Indong Kim, who was
309:29:39 charged with performing the JDLA, he testified that even
409:29:45 though there was no collaborative relationship on NVDIMM-P,
509:29:50 it is true that there was an obligation to supply product.
609:29:55 And he admitted those products he was referring to have
709:29:58 nothing to do with NVDIMM-P.

809:30:02 The idea that we gave away 20-plus years of
909:30:08 innovation in exchange for a commitment to supply some chips
1009:30:13 if some product that didn't exist JDP, NVDIMM-P, and might
1109:30:17 never exist, has no connection to reality.

1209:30:24 In fact, it is meaningless, because the contract it
1309:30:27 signed gave Samsung the right to stop the development
1409:30:31 whenever it wanted.

1509:30:35 The second issue, Samsung is in material breach.
1609:30:41 The root of the parties' agreement.

1709:30:46 We know what the root of the party's agreement is,
1809:30:49 it's in Exhibit 101, and you can look at it. Supply of NAND
1909:30:52 and DRAM. It doesn't say just for the JDP. And what they
2009:30:57 say is that it enables Netlist to expand its business. That
2109:31:02 is the root of the agreement.

2209:31:05 The root of the agreement has been destroyed. Zero
2309:31:09 allocation. Zero allocation. And you see month after month
2409:31:16 after month until we terminated, until we terminated, they
2509:31:23 continued to choke off our business.